

## Exhibit 1

## SECURITY DEPOSIT AGREEMENT

THIS SECURITY DEPOSIT AGREEMENT is made this **11th day of July 2023** by and between **COMDATA NETWORK, INC., d/b/a Comdata Corporation** ("Comdata") and **YRC Enterprise Services, Inc.** ("Customer").

WHEREAS, Comdata and Customer have entered into a business relationship whereby Comdata supplies fuel and lodging credit services and Customer purchases fuel and lodging credit services ("Fuel & Lodging Credit Services") pursuant to a Master Business Agreement dated **October 27, 2005** ("Agreement"); and

WHEREAS, Comdata and Customer have agreed that Customer will secure the obligation to pay for the Fuel & Lodging Credit Services with a **Two Million and 00/100 dollars (\$2,000,000.00)** deposit as collateral for the extension of credit and payment of the Fuel and Lodging Credit Services purchases ("Collateral"); and

NOW THEREFORE, intending to be legally bound and in consideration of the mutual covenants and promises contained herein and for good and valuable other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Prior to **July 14, 2023**, Customer shall deposit the Collateral with Comdata. The Collateral shall be held by Comdata in its general account and will not be segregated from any other funds of Comdata. Customer shall not be entitled to any interest that may be earned on the Collateral. As collateral security for the extension of credit, Customer hereby grants to Comdata a lien on and continuing security interest in, and right of set off against, and acknowledges and agrees that Comdata has and shall continue to have a continuing lien on and security interest in, and right of set off against, all right, title, and interest of Customer, whether now owned or existing or hereafter created, acquired or arising, in and to the Collateral.
2. Upon 14 days notice to Customer, Comdata shall be entitled to apply the Collateral, or any portion thereof, to:
  - a. Balances past due 30 days; or,
  - b. Any checks or ACH payments returned for insufficient funds (including any fees charged as a result of such returned checks).

Comdata will immediately provide Customer payment details of any Collateral applied to past due balances. Any reduction of the Collateral resulting from the use of the Collateral as permitted herein shall require Customer to replenish the Collateral so that the Collateral at all times equals **Two Million and 00/100 Dollars (\$2,000,000.00)**.

3. Multiple instances of past due payments or insufficient funds notifications may result in the requirement that the Collateral be increased.

4. Either party may request to review Customer's account and determine whether the Collateral amount should be adjusted in whole or in part. If Comdata and Customer agree to reduce the Collateral amount, Comdata shall return to Customer the amount of such reduction within 10 days, and the remainder of the Collateral shall continue to be held subject to the terms of this Agreement. If Comdata and Customer agree to increase the Collateral amount, Customer shall deliver such increased amount to Comdata within 10 days.
5. If Comdata takes any action against Customer for collection of past due amounts, the Collateral may be used for the costs of such collection efforts, including but not limited to legal fees and court costs.
6. Notwithstanding anything herein, Customer shall at all times be responsible for the payment of all obligations for the purchase of Fuel & Lodging Credit Services and, if the Collateral is used to offset those obligations, or any obligations set forth in this Security Agreement, Customer shall remain liable for any deficiency. Nothing herein shall limit the rights or remedies of Comdata for the failure of Customer to pay for the Fuel & Lodging Credit Services.
7. Comdata shall return the Collateral, or so much of it that remains after application of any portion of the Collateral in accordance with this Agreement, within 10 days after (1) Customer secures refinancing of a) United States Treasury Tranche A and Tranche B Term Loan Credit Agreements, b) Term loan with Alter Domus as Administrative Agent and c) Customer demonstrates ability meet go forward debt service obligations as measured by TTM EBITDA compared to annual post refinance debt service obligations for cash interest and current maturities; or (2) meets the following conditions precedent:
  - a. Termination of the Agreement;
  - b. Payment of all outstanding invoices for Fuel & Lodging Credit Services; and
  - c. Termination of all obligations of Customer to Comdata under this Agreement.
8. This Agreement may not be assigned by either party. This Agreement is in supplement to the Master Business Agreement. This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have executed this Collateral Agreement as of the date first written above.

**YRC Enterprise Services, Inc.**  
DocuSigned by:

Signature: \_\_\_\_\_



Dan Olivier

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Printed Name: \_\_\_\_\_

Dan Olivier

Title: \_\_\_\_\_

CFO

Date: \_\_\_\_\_

7/11/2023

**COMDATA**

DocuSigned by:

Signature: \_\_\_\_\_



Kurt Presley

40938180112A4C8...

Printed Name: \_\_\_\_\_

Kurt Presley

Title: \_\_\_\_\_

VP, Credit

Date: \_\_\_\_\_

7/11/2023